

A RESOLUTION APPROVING THE
PURCHASE OF CERTAIN REAL ESTATE
FOR THE FORT WAYNE DEPARTMENT OF
ANIMAL CARE & CONTROL.

WHEREAS, the City of Fort Wayne, through its Department of Animal Care & Control, desires to purchase certain property located at 3200 Hillegas Road, specifically described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, said property is located on the Southeast corner of Hillegas Road at Butler Road and consists of 6.95 acres along with an existing masonry building of 14,000 square fee; and

WHEREAS, the Department of Animal Care and Control desires to purchase said property to relocate and expand its Animal Care & Control Shelter; and

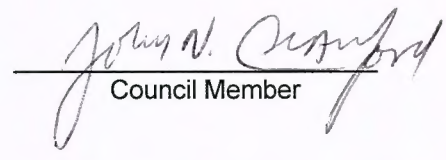
WHEREAS, the purchase price for said property is Three Hundred Forty-Five Thousand and no/100 Dollars (\$345,000.00) ; and

WHEREAS, Sec. 37-19 of the City of Fort Wayne Code of Ordinances, requires the Common Council approval of any purchase of real estate by the City.

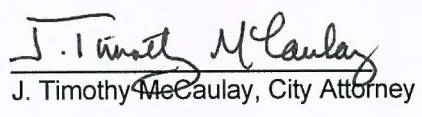
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The purchase of real estate by the City of Fort Wayne through its Department of Animal Care & Control, described in Exhibit "A," is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said purchase.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney



OFFICE OF THE CITY CLERK

Pat Carbet ^{-against}
this location

Katherine Payton

Gon Dierkes ^{against}
this location

Charley Netterschild ^{against}
this location

Dick Ebnit <sup>? worse
? order</sup>

3633 W. STATE

- against this location

Listing Broker Goldstine Kn
as (Seller's broker) (Limited agent)

Selling Broker Harding Dahm & Company
as (Buyer's broker) (Seller's subagent) (Limited agent)

TABLES.

By David Norton

By Richard P. Quillin

Date: February 6, 1997

PURCHASE AGREEMENT

COMMERCIAL-INDUSTRIAL REAL ESTATE

1. **1. PARTIES:** FORT WAYNE BAPTIST TEMPLE
2. agrees to sell and convey to City of Fort Wayne, or its assigns ("Seller")
3. and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and
4. conditions hereinafter set forth. ("Buyer")

2. **PROPERTY:** The property commonly known as 3200 Hillegas Road
is a tract of land situated in the City of Fort Wayne, Allen
County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and
appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's
interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property,
Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and
Seller's interest in all warranties or guaranties relating to the Party being sold; all of the above hereinafter collectively called "Property,"
and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):
Property contains 6.35 acres as shown on Exhibit A attached hereto. Legal
description to be furnished at a later date.

The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under Additional Provisions in Paragraph 5.

3. **PRICE:** The total purchase price shall be Three Hundred Forty-Five Thousand and No/100
(\$ 345,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).

4. **EARNEST MONEY:** \$ 10,000.00 is herewith tendered and is to be deposited as Earnest Money with _____ as Escrow Agent, upon execution of this Agreement by both parties. If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money shall be returned to the Buyer.

4. 5. ADDITIONAL PROVISIONS:

See Contingencies attached as Exhibit B.

Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)

- ☐ Financing Addendum
☐ Apartment/Multi-Tenant Addendum
☐ Zoning/Governmental Approval Addendum
- ☐ Feasibility Study Addendum
☐ Representations & Warranties of Seller Addendum
☐ Tax Deferred Exchange Addendum

6. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at such place as agreed by Seller and Buyer on or before June 15 1997, or within 15 days after all contingencies in Exhibit B are met _____, whichever is later, unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided.

7. **POSSESSION:** The possession of the Property shall be delivered to Buyer (at closing) or (~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~
~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~) subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted.
Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.

8. **INSPECTIONS:** Inspections shall be handled in accordance with paragraph A and B
as set forth below: (Insert A and/or B or C)

- A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION. Environmental inspections shall be made within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.

- B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED. All inspections shall be made within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well, septic, other: _____
- If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.

- C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS.** However, Buyer hereby waives inspections and relies upon the condition of the Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.



75. 9. TAXES: Taxes on said real estate shall be handled in accordance with paragraph B as set forth below:
76. (Insert A or B)
77. A. Buyer will assume and agree to pay all installments of taxes on said real estate beginning with the installment due and payable
78. on _____, 19____, and all installments subsequent thereto.

79. B. All taxes assessed for any prior calendar year and remaining unpaid, shall be paid by Seller, and all taxes assessed for the current
80. calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing
81. Date. If the tax rate for taxes assessed in the current year has not been determined at the closing of the transaction, said rate shall
82. be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes.

83. C. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable by either party
84. shall be computed based on the last tax bill available to the closing agent. **WARNING:** The succeeding year's tax bill for recently
85. constructed buildings may greatly exceed the last tax bill available to the closing agent.

86. 10. INSURANCE: Insurance shall be cancelled as of the date of closing and the Buyer shall provide its own insurance.

87. 11. SURVEY: A staked survey shall be furnished at Seller's expense. It shall comply with Minimum Standard Detail Requirements for Indiana
88. Land Title Surveys, and shall reflect whether the Property is located in a designated flood zone area.

89. 12. TITLE AND SURVEY APPROVAL: Seller shall deliver to Buyer within 15 days after all contingencies of
90. Exhibit B are met a Commitment for Title Insurance (the "Commitment") and, at Buyer's request,
91. legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection
92. to items disclosed in such Commitment or the survey provided for herein, Buyer shall promptly make written objections to Seller after
93. receipt of each such instruments. If Buyer or third party lender makes such objections or if the objections are disclosed in the
94. Commitment, the survey or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed
95. to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence
96. to cure such objections, if any. If the objections are not satisfied within such time period, Buyer may (a) terminate this Agreement, or
97. (b) waive the unsatisfied objections and close the transaction.

98. 13. PRORATIONS AND SPECIAL ASSESSMENTS: Interest or any debt assumed or taken subject to, any rents, and all other income and
99. ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to
100. the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the
101. Property shall be paid by Seller. Buyer will assume and agree to pay all special assessments for municipal improvements which are
102. completed after the date of this Purchase Agreement.

103. 14. SALES EXPENSE: Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the closing.

104. A. SELLER'S EXPENSES: Seller agrees to pay all costs of releasing existing loans and recording the releases; Owner's Title Policy;
105. survey; tax statements; 1/2 of any closing fee; preparation of Deed and Vendor's Affidavit; Indiana Gross Income Tax; the
106. Professional Fee of _____ percent of the purchase price to the Broker(s) in this transaction; and other expenses stipulated to be
107. paid by Seller under other provisions of this Agreement. *Said commission shall be split equally between
108. Goldstine Knapke Company and Harding Dahm & Company.

109. B. BUYER'S EXPENSES: Buyer agrees to pay all expenses incident to any loan (e.g. loan commitment fees, preparation of note,
110. mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any closing
111. fee; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.

112. 15. DEFAULT: If this Agreement becomes effective and Buyer, having no right or option to terminate this Agreement, fails to complete the
113. purchase as provided in this Agreement, Buyer shall pay to Seller, as liquidated damages and not as a penalty, an amount equal to the
114. greater of five percent (5%) of the Purchase Price, or the earnest money deposited by Buyer ("Damages"). If Buyer breaches this
115. agreement, Seller shall be entitled to recover in addition to any remedies available under this Agreement, all reasonable costs and
116. expenses, including attorney's fees, incurred by Seller due to Buyer's breach. Seller shall have no other remedy against Buyer at law
117. or in equity. If Seller successfully collects damages from the Buyer due to Buyer's default (by means of a judgment, settlement, or by
118. retention of the earnest money), then Seller agrees to pay the Listing Broker -0- of the amount collected in payment for
119. Broker's services. Provided, however, the amount paid to Broker should not exceed the fee that could have been paid had this
120. transaction closed. Earnest money deposited shall be credited against the Damages.

121. If Seller breaches this Agreement and is in default, then the Earnest Money shall be returned to Buyer. In addition, if Seller is in default,
122. the Buyer may seek specific performance or any other remedy provided by law or equity against the Seller. In the event of Seller default,
123. Seller shall immediately be obligated to pay the Listing Broker the entire fee that would have been paid had this transaction closed.

124. 16. ATTORNEY'S FEES: Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other
125. signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and
126. reasonable attorney's fees from the non-prevailing party.

127. 17. ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this
128. Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent
129. has any obligation to disburse the Earnest Money in the event of dispute, he has the right to require from all signatories a written release
130. of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. At closing, Earnest Money
131. shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer.

132. 18. DUTIES OF BUYER AND SELLER AT CLOSING:

133. A. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:

134. (1) Except in the case of a sale via Conditional Sales Contract, a duly executed and acknowledged warranty
135. Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances,
136. conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing
137. and an executed Vendor's Affidavit;

138. (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller (the "Title
139. Company") in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the property to be good and
140. indefeasible, subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard
141. printed exceptions contained in the usual form of the Title Policy, shall be deleted. However:

142. (a) Any expense in excess of the expense of an ALTA/ASCM Survey or ILTA Minimum Standard Detail Survey and a Vendor's
143. Affidavit shall be an expense of Buyer;

144. (b) The exception as to restrictive covenants shall be endorsed "None of Record", unless any existing restrictive covenants are
145. approved by Buyer;

146. (3) A Bill of Sale containing warranties to title, conveying title, free and clear of all liens, to any personal property specified herein and
147. an assignment of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits,
148. maintenance, management or other contracts, warranties or guaranties, all duly executed by Seller;

149. (4) A current rent roll duly certified by Seller, if applicable;

150. (5) Furnish evidence of its capacity and authority for the closing of this transaction;

150. (b) Seller agrees to provide Buyer with a certification establishing that no federal income tax is required to be withheld under the Foreign
151. Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required, unless it is
152. established that the transaction is exempt because the purchase price is \$300,000.00 or less and Buyer intends to use the Property
153. as his residence;

154. (7) Execute all other necessary documents to close this transaction.

155. B. At the closing, Buyer shall perform the following:

156. (1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check;

157. (2) Execute the note(s) and mortgage(s) provided for herein and cause the funds to be made available to the closing officer for
158. disbursement;

159. (3) Furnish evidence of its capacity and authority for the closing of this transaction;

160. (4) Furnish to Seller and/or Third Party, at Buyer's expense, a mortgagee's policy issued by Title Company for the benefit of the holder(s)
161. of the mortgage(s) provided for herein;

162. (5) Execute all other necessary documents to close this transaction.

163. 19. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may,
164. at its option, terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of
165. condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in
166. condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall
167. become the property of Buyer and the purchase price shall not be reduced.

168. 20. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any
169. such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect
170. to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be
171. assigned in writing by Seller to Buyer.

172. 21. **RESPONSIBLE PROPERTY TRANSFER LAW:**

173. A. The Owner is not required to provide a Purchaser with a Disclosure Statement pursuant to Indiana's Responsible Party Transfer
174. Law (I.C. Section 13-7-22.5-1 et seq) because (1) The Property does not contain any hazardous chemical or material; (2) the
175. Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated
176. substances; (3) the Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information
177. System; (4) and/or Property is exempt from the provisions of said law.

178. B. Provided, however, if, after execution of this Agreement, Seller learns that the Property comes within the terms of the Responsible
179. Property Transfer Law, then Seller agrees to provide Buyer with the required Disclosure Document and comply with all other parts
180. of this Law.

181. 22. **MISCELLANEOUS:**

182. A. Any notice provided under this Agreement shall be in writing and given to the other party at the party's address stated in this
183. Agreement, or to the party's broker at the broker's principal place of business, or at such other address as a party may designate
184. in a notice. Notice shall be deemed given when: (a) personal service of the notice is made on the party to be notified; (b) the notice
185. is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or (c)
186. the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier
187. guaranteeing next day delivery.

188. B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

189. C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,
190. administrators, legal representatives, successors, and assigns.

191. D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or
192. unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this
193. Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

194. E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written
195. or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

196. F. Time is of the essence of this Agreement.

197. G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular
198. number shall be held to include the plural, and vice versa, unless the context requires otherwise.

199. H. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

200. I. By signing below, the parties to this transaction acknowledge receipt of a copy of this agreement.

201. 23. **TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 5:00 ~~XXX~~ (P.M.), the
202. 14th day of February, 19 97, this Purchase Agreement shall be null and void and all parties
203. hereto shall stand relieved and released of any and all liability or obligations hereunder.

204. 24. **CONSULT YOUR ADVISOR:** Buyer and Seller acknowledge they have been advised that, prior to signing this Agreement, they should
205. seek the advice of an attorney for the legal or tax consequences of this Agreement and the transaction to which it relates.

206. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or
207. other person, with experience in evaluation the condition of the property, including the possible presence of asbestos, hazardous and/
208. or toxic materials and underground storage tanks.

209. 25. **ACKNOWLEDGMENTS:** Buyer and Seller acknowledge that each has received agency disclosure forms, have had their agency
210. options explained, and now confirm the agency relationships previously entered into and confirmed above. They further acknowledge
211. that they understand and accept agency relationships involved in this transaction. By signature below the parties verify that they
212. understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

213. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
214. which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile
215. reproduction (FAX); if FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

216. By: Sandra R. Maldeney 2/7/97
 217. Buyer's Signature Property Manager Date City of Fort Wayne Buyer's Signature _____ Date _____
 218. _____
 219. Printed _____ Printed _____
 220. _____
 221. Buyer's S.S. # or Taxpayer's I.D. # _____ Buyer's S.S. # or Taxpayer's I.D. # _____
 222. _____
 223. Buyer's Address for Notice Purposes _____

224. UNCONDITIONAL ACCEPTANCE BY SELLER

225. Seller accepts the offer made by Buyer as set forth above, without change or condition. Dated: _____, 19____.
 FORT WAYNE BAPTIST TEMPLE
 226. _____
 227. Seller's Signature _____ Seller's Signature _____
 228. _____
 229. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____
 230. _____
 231. Address _____ Telephone _____

232. CONDITIONAL ACCEPTANCE BY SELLER [Counteroffer]

233. Seller accepts the offer made by Buyer, SUBJECT, HOWEVER, TO THE FOLLOWING PROVISIONS:
 234. _____
 235. _____
 236. _____
 237. This counteroffer expires at 11:59 P.M. (local time), _____, 19____. Dated: _____, 19____.
 238. _____
 239. Seller's Signature _____ Seller's Signature _____
 240. _____
 241. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____
 242. _____
 243. Address _____ Telephone _____

244. BUYER'S ACCEPTANCE OF SELLER'S COUNTEROFFER

245. Buyer accepts and agrees to the provisions set forth in Seller's counteroffer. Dated: _____, 19____.
 246. _____
 247. Buyer's Signature _____ Buyer's Signature _____

248. EARNEST MONEY

249. Received \$ _____ as earnest money on _____, 19____.
 250. _____
 251. Signature of Broker _____
 252. Received \$ _____ as additional earnest money on _____, 19____.
 253. _____
 254. Signature of Broker _____

PLOT PLAN APPROXIMATION

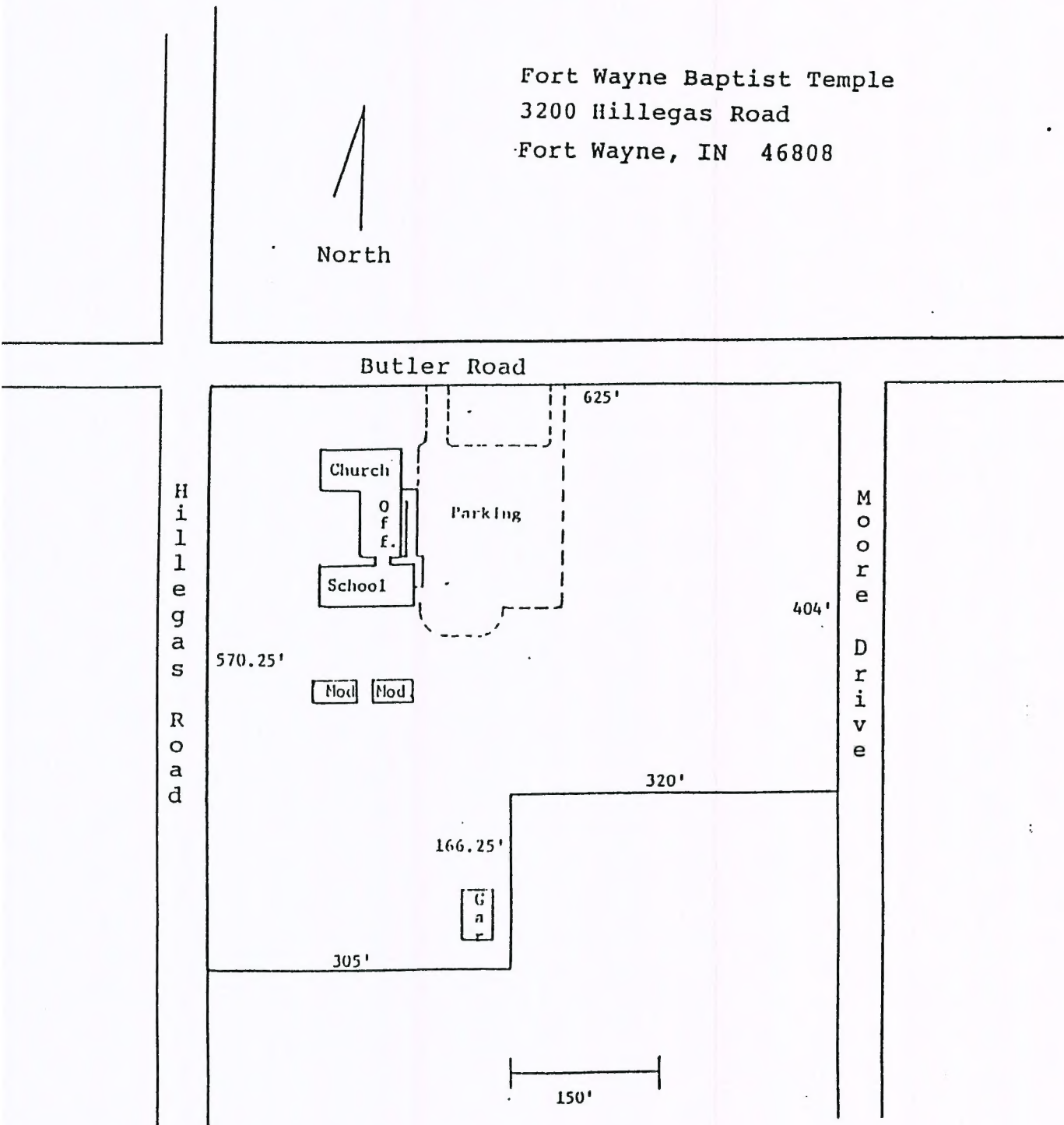


EXHIBIT B

Contingencies

This offer to purchase is subject to the Buyer having ninety (90) days to obtain the following:

- 1 Subject to Buyer obtaining two (2) appraisals and the average of these two (2) appraisals must be equal to or greater than the purchase price..
2. Subject to Buyer being able to obtain necessary permits to construct a building that meets its requirements.
3. Subject to approval of the Board of Public Works.
4. Subject to approval by Common Council of the City of Fort Wayne
5. Subject to Buyer's ability to obtain a non-conforming contingent use for an animal shelter.

If any of the above contingencies are not met within said ninety (90) days, Buyer shall have the option to terminate and cancel this agreement and all earnest money shall be returned to Buyer.

Date: _____

Date: 2/7/97

By: _____

SELLER

By: Sandra R. Maldeney
Property Manager
BUYER
City of Fort Wayne

EXHIBIT "C"

Conditional Acceptance By Seller (Counter Offer)

Seller accepts the Offer made by the Buyer subject, however, to the following provisions:

Possession of the property shall be delivered to the Buyer on or before ninety (90) days after closing.

Contingencies on Exhibit "B" shall be modified as follows:

This Offer to Purchase is subject to the Buyer having sixty (60) days to remove all contingencies.

Item #2 subject to the Buyer being able to obtain necessary permits to construct a building that meets the requirements as shown on Exhibit "D".

Seller's acceptance of this Offer and Counter Offer is subject to congregational vote of approval not later than February 23, 1997.

This Counter Offer expires at 5:00 p.m. (local time) on February 17, 1997.

Larry J. Myers, Board Chairman

David E. Shawver TREASURER

Seller's Signature

DAVID E. SHAWVER

Larry J. Myers BOARD

Printed Name & Title CHAIRMAN

Sandra R. Maldeney

Buyer's Signature

SANDRA R. MALDENY

PROPERTY MANAGER
CITY OF Fort

Printed Name & Title

WAYNE

*Subject to
"Exhibit D"
attached*

EXHIBIT "D"

Conditional Acceptance By Buyer (Counter Offer)

Buyer accepts the Offer made by the Seller subject, however, to the following provisions:

1. This offer to purchase is subject to the buyer having ninety days to remove all contingencies. (see attached cover letter for explanation)
2. Preliminary plans for remodeling and renovation of existing facility shall include the following work:
 - * New construction of between 8,000 and 12,000 square feet located on the south and west elevations of the building.
 - * Site improvements will include enhancement of site lighting and extension of city water line.
3. Renovation will require permits from state building permit through the State Fire Marshalls office and local building permits i.e. plumbing, electrical and mechanical.
4. Possession of the property shall be delivered on or before 90 days, with free rent, provided buyer has access during normal business hours for research for future site planning and design.

This counter offer expires at 5:00 p.m. (local time) on February 20, 1997.

Sandra R. Maldeney
Buyers Signature

David E. Shawver
Richard A. Whitfield

Buyers Signature
DAVID E SHAWVER (TREASURER)

SANDRA R. MALDEN EY
Printed Name and Title
PROPERTY MANAGER
CITY OF FORT WAYNE

RICHARD A. WHITFIELD (TRUSTEE)
Printed Name & Title



The City of Fort Wayne

Paul Helmke, Mayor

MEMORANDUM

March 31, 1997

To: Common Council Members

From: Belinda Lewis, Director of Animal Care and Control

Subject: Property Purchase for the Animal Care & Control Shelter

Background

During 1997 budget hearings there was extensive discussion regarding the appropriate funding allotment for the animal shelter construction project. In order to keep the entire project cost down, an existing building with additions approach was specified in order to remain within the identified budget.

Thirty properties were considered for the project, three were formally offered on, one intent to offer was too late as the property was leased. Although there were a large number of industrial and commercial properties on the market, the property search became quite frustrating as few of those on the market lent themselves to the community needs as a site, shelter design, or simply could not meet the budget.

This Property (3200 Hillegas Rd)

Located on the Southeast corner of Hillegas Rd at Butler Rd. The property consists of 6.95 acres with an existing building of approximately 14,000 square feet, masonry construction. Our architect is currently in the design phase for the building and has determined it's acceptability for shelter construction and design.

Purchase price of the property is \$345,000.

Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the Committee on Service, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____
the _____ day of _____, 19____, at _____
o'clock _____ M., E.S.T.

DATED: 4-8-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,
and duly adopted, placed on its passage. PASSED LOST
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>5</u>	<u>3</u>		<u>1</u>
BENDER				<u>✓</u>
CRAWFORD		<u>✓</u>		
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST		<u>✓</u>		
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT		<u>✓</u>		

DATED: 4-22-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,

as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____
(ZONING) _____ ORDINANCE _____ RESOLUTION NO. R-22-97
on the 22nd day of April, 19 97

Sandra E. Kennedy ATTEST Thomas P. Helmke
SANDRA E. KENNEDY, CITY CLERK SEAL PRESIDENTIAL OFFICER
Walter E. Schmitt, Jr.

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
23rd day of April, 19 97
at the hour of 11:00 o'clock AM, M., E.S.T.

Approved and signed by me this 24th day
of Apr. 1, 19 97, at the hour of 5:30
o'clock P M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION

DEPARTMENT REQUESTING ORDINANCE ANIMAL CARE & CONTROL

SYNOPSIS OF ORDINANCE Approves the purchase of 6.95 acres of property including a 14,000 square foot masonry building for the Department of Animal Care & Control to relocate and expand the Animal Care & Control shelter. Purchase price is \$345,000.00

EFFECT OF PASSAGE Purchase Agreement is approved.

EFFECT OF NON-PASSAGE Purchase Agreement is not approved.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. R-97-04-05

REPORT OF THE COMMITTEE ON FINANCE

JOHN N. CRAWFORD - DONALD J. SCHMIDT - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM
WAS REFERRED AN (~~ORDINANCE~~) (RESOLUTION) approving the
purchase of certain real estate for the Fort Wayne Department of Animal
Care & Control

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(~~ORDINANCE~~) (RESOLUTION) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

John N. Crawford
Donald J. Schmidt
Thomas H. Haffner
Marjorie B. G.
Rebecca J. Carrin
John E. Henry

DATED: 4-22-97.

Sandra E. Kennedy
City Clerk